BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-I SECTION-GCC
GENERAL TERMS AND CONDITIONS
Enq. No: CEE/ BMANZ/ SEE (O)/AEE-2/23-24/Enq 9 Dt: 08.08.2023

1.0 In the interest of BESCOM services, the total requirement Providing the services **of 118 number of security guards out of which 96 with Gun and 22 without Gun to the various C,O&M Cash Counters ,Offices and Stores of East & North circles in BMANZ, BESCOM, Bangalore for a period of one year on contract basis** However any changes will be as per the provisions of KTPP Act.and likely to alter at the discretion of Zonal Chief engineer (Ele.), which will be binding on the agency, which provides the outsourcing services of Security Services.

2.0 Minimum Qualification and knowledge required for Security Guards.

a. The Security Guard's, minimum qualification should be 7th standard pass or equivalent
b. The Security Personnel provided shall be able bodied, physically fit and mentally sound, well trained and disciplined
c. Should be aged between 20 to 45 years.
d. Knowledge of Kannada & English is a must.

3.0 The Contract agency which is providing security guards services will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.

4.0 **Supervision:-**

Agency shall take the responsibility of inspecting their security staff on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the Security Staff and un-skilled worker provided.

5.0 **Replacement**

Agency shall provide continuous service of security staff by making stand by / reserve staff and no void shall be allowed. It is the primary responsibility of

the Agency to provide un-interrupted continuous security staff at the designated locations.

6.0 Details of Shifts

The normal working hour for the Security Staff on duty shall be as noted below.

Security Services shall be provided on 3 shift basis all the days of the week and for all the 365 days.

1st shift –6:00 AM to 2:00 PM

2nd shift –2:00 PM to 10: 00 PM

3rd shift – 10:00 PM to 6:00 AM

General shift 9.00AM to 6.00PM

However, the timings of the hours of shift are likely to alter at the discretion of zonal Chief engineer (Ele.), which will be binding on the agency, which provides the outsourcing services of Security guards.

The Agency shall make arrangement to provide weekly holidays and other holidays to M/s Security personnel posted on duty by making alternate arrangements**.**

7.0 Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the Security Guards (shift duties), under any circumstances.

8.0 Mode of payment:-

The successful bidder/agency shall submit pre-receipted bill in triplicate with certification from **the sub-divisional AEE (El), duly countersigned by the concerned Superintending Engineer, Elec.,** for satisfactory completion of the work for payment of remuneration, of the Staff to the Chief Engineer, (Ele.,) C,O&M, BMA North Zone, BESCOM, No:8, Benson Town Bangalore-560046 before 8th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

It is mandatory that, **the agency shall make the payment of wages through Bank Account and should enclose the Bank statement showing the name with A/c wise amount credited to each security guard within 8th of every month(current) EPF,ESI Contribution & GST of present month without waiting for the payment from BESCOM**

9.0 The Tenderer shall pay the salary to security guards as per the "Minimum Wages Act 1948" and also it should be ensured that the salary paid should not be lesser than as per prevailing "Minimum Wages".
When the minimum wages are revised by the Govt of Karnataka, the amount will be compensated by BESCOM in proportion towards wages.

10.0 The Agency shall arrange to pay EPF, ESI, and GST in respect of the persons deployed in BESCOM directly to the respective Government/Central Government Departments. In relation to PF/ESI, employee's share and employers share shall be paid directly by Agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency.

11.0 The payment shall be restricted to the no. of security guards service availed during that particular month

12.0 Selected Security Guards shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, any other details etc by the agency and should be strictly worn by Security Guards during office hours.

13.0 All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.

Minimum Wages Act, 1948.
Payment of Wages Act, 1936.
Contract Labour (Regulation and Abolition) Act, 1970.

Employees PF and Miscellaneous Provision Act, 1952.

Employees State Insurance Act, 1948.

Payment of Bonus Act, 1965.

Workmen's Compensation Act

Gratuity Act and related all Labourers Law and Rules pertaining to laborers.

Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself.

14.0 The Contractor should ensure that the security personnel wear uniform and uniform kit like whistle, leather shoes, leather belts, lathi, jersy/over coat, rain coat, torches, shoulder badges, caps with monogram and gun wherever required will also be supplied to the security personnel by the agency. In case, the person so deployed is found to be "not alert" or "not in proper uniform, dress or commits any breach of any of the terms and conditions of the contract", the BESCOM shall have the right to impose any punishment or fine up to Rs.1,000/- (rupees one thousand only) on the agency. In case of these defaults, the BESCOM has the right to terminate the Contract by giving notice of seven days.

15.0 For the successful Tenderer the rate quoted by the firm is only applicable and shall be not entitled for any other charges.

16.0 **The Successful bidder shall submit the Contract Labour Licence issued by the Labor department of G.O.K. within 45 days from the date of contract order**.

17.0 **Variation in statutory payments** :

Any increase in the minimum wages, taxes, statutory payments etc., will be borne by BESCOM and in case of decrease in taxes and statutory payments the difference shall be passed on to BESCOM by the agency.

18.0 **Agreement:-** The successful bidder shall **furnish an agreement on Rs.200/- stamp paper in the prescribed format within 15 days from the date of LOI.** The Successful Bidder shall also furnish the details of Employees name, EPF/ESI Account No if available within fifteen

days from the date of issuing of LOI. If ESI, EPF of agency's employees Account number is not available, the same shall be submitted to billing section within 45 days from the date of contract order, failing which the award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

19.0 The Successful Tenderer shall submit the monthly bill in duplicate with authenticate seal and signature for payment.

20.0 In the event of an order the successful bidder shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

a. Monthly Attendance Register
b. Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
c. Copy of EPF & ESI paid in the respective formats.
d. Copy of GST paid in the respective format(GSTR-1 and GSTR-3B).
e. Each year during the month of December, Rs 20/-from each staff has to be deducted towards labour welfare fund and a contribution of Rs.40/- (each) from the contract agency side has to be paid to Welfare commissioner Karnataka Labour Welfare Board, My sugar building Annex, 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

21.0 The security guards engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

22.0 In case of any accidents, injuries etc to the engaged security guards of the agency, if any compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

23.0 The agency shall meet all the medical expenses of outsource employees for which agency should have the medical/accident insurance policy for its employees.

24.0 The Agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the Contractor shall be responsible for penalties levied by the appropriate authority under the Act. The Agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF contribution as may be applicable is the responsibility of the Contractor at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Agency shall be held responsible.

25.0 The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Contractor. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Contractor shall not be entitled to any other allowances or benefits which are not included in the contract.

26.0 Incase the Tenderer, subcontract the tender to other contract agency, such Tenderer will be rejected by giving 7 days notice. Any loss on account of such acts to BESCOM shall be borne entirely by the agency itself.

27.0 **This contract is for a period of one year from the date of contract order and extendable for further three months OR till the finalization of next tender whichever is earlier.** In case of any unsatisfactory situations BESCOM has the right to cancel the order without giving any notice. Contract Agency and its employees have no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.

28.0 The Tenderer shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent

employees or officers nor shall cause any loss to BESCOM property. For any such lapses the Tenderer is solely held responsible.

29.0 **The Chief Engineer, C,O&M, BMANZ ,BESCOM**, has full rights to accept or reject the offers.

30.0 In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Hon'ble Managing Director, Corporate Office, BESCOM, K.R.Circle, Bangalore-1 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the Contractor and the engaged security guards, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

31.0 Staff provided by Contract Agency is not entitled for any permanent employment in BESCOM.

32.0 The bidder shall quote the wages and service charges separately.

33.0 **Termination of Contract**: The Contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the Security Deposit /EMD amount paid by the contractor will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&PF amount of its employees to the concerned authority.
e. If the agency fails to make payment to security guards within the time specified above under mode of payment clause .
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied/services provided.

34.0 **Penalty**:

a. A penalty at the rate of ½% per week subject to a maximum of 10% of the remuneration payable will be deducted from the amount to be paid to the agency only when the sub-divisional officer certifies the shortage of manpower and countersigned by the SEE, Circle in the monthly bill.

b. If the agency fails to make payment to the deployed staff within 8th of the succeeding month, penalty will be levied at the rate of Rs. 500/per day up to 15th and still exceeds shall be treated as breach of contract, accordingly contract will be terminated.

c. Any penalty to be levied only after approval from the Chief Engineer (Ele), BMANZ, BESCOM

34.0 Risk and Cost Service: In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BESCOM shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the BESCOM option. However, before such cancellation, the BESCOM shall give four week's notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to BESCOM satisfaction, within the said period of four weeks, BESCOM shall be at liberty to terminate the Work contract in part or whole. BESCOM may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of BESCOM, the service provider shall not be able to correct the fault even after notice, and the BESCOM may terminate the Work contract at the risk and cost of the service provider.

35.0 Validity: The validity of this offer shall not be less than **180 days** from the date of Bid opening. This shall be clearly stated in the Bid.

36.0 In case of unforeseen conditions the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

37.0 The Company reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

38.0 The rates quoted should be both in words and in figures and should be the same. There should not be any erasure or over writing in the quotations.

39.0 Any discount/rebate offered on whatever account shall be indicated for the specific purpose/quantities for which the same is intended otherwise the discount/rebate offered will not be considered while comparing quoted prices.

40.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

41.0 Contract Period: period of Contract is for one year from the date of contract order and extendable for further three months OR till the finalization of next tender whichever is earlier.

42.0 SECURITY DEPOSIT:

a) The Security deposit shall be paid within two weeks from the date of the contract order or shall be along with the acknowledgement for having received the Contract order. The bidder shall pay Security Deposit against Performance in the form of Demand Draft equal to **5%** of the total contract value (for total number of security guards engaged) payable to BESCOM. In case you fail to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the contact order will be cancelled.

b) The service contract becomes effective from the date of contract order, which shall be valid for a period of one year. BESCOM shall have right to terminate this contract without any notice or reason, if the service is not satisfactory or any malpractice is noticed.

c) The mode of payment of Security Deposit is as follows:

i. If the amount of Security Deposit payable is Rs.10,000/- and less, the same shall be payable by Cash or Demand Draft.

ii. If the amount of Security Deposit payable is more than Rs.10,000/- it shall be payable in the form of Bank Guarantee issued by a Scheduled Commercial Bank.

iii. In case of furnishing Bank Guarantee, the same must be sent to us directly by the Banker.

iv. In case you fail to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the Purchase Order will also be cancelled.

v. The Security Deposit will be discharged without any interest at the end of successful completion of Contract period.

43.0 Liability for Accidents, injure, illness etc: The company shall not accept any liability whatsoever for any accident injuries or illness etc., caused to any security personnel deployed by the contractor during the course of duties. The contractor shall be solely responsible for all such happenings.

44.0 Compensation for losses due to thefts and pilferages: In the event of the company incurring any loss due to any thefts or pilferage occurring in any area/post/building guarded by the Agency's personnel, the agency shall compensate in full such loss as may be assessed by the company, if it is proved after investigation that, such loss is attributable to the negligence or slackness or connivance of the agency personnel such amount as mentioned above shall be deducted from the agency bill and or any other amount as may be due to him. BESCOM shall lodge complaint with the jurisdictional police regarding such an occurrence. The agency shall also investigate into the matter and communicate the result of such investigation to the BESCOM. He shall assist the company, police or any other authorities in their investigation. If the property is recovered by the company or police, the cost of such property shall be refunded to the agency, if already recovered by him less the cost of damages to such

property as assessed by the BESCOM. Restoration of such property from police or courts shall be the responsibility of the agency.

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C,O&M, BMANZ, BESCOM